

**Exhibit A**

**Amended Subpoena and Deposition Notice to U.S. Bank**

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO**

	X	
	:	
<i>In re</i>	:	
	:	
THE FINANCIAL OVERSIGHT AND	:	PROMESA
MANAGEMENT BOARD FOR PUERTO RICO,	:	Title III
	:	
as representative of	:	Case No. 17-BK-3283 (LTS)
	:	
THE COMMONWEALTH OF PUERTO RICO,	:	(Jointly Administered)
<i>et al.</i> , <sup>1</sup>	:	
	:	
Debtors.	:	

	X	
	:	
<i>In re</i>	:	
	:	
THE FINANCIAL OVERSIGHT AND	:	PROMESA
MANAGEMENT BOARD FOR PUERTO RICO,	:	Title III
	:	
as representative of	:	Case No. 17-BK-04780 (LTS)
	:	
PUERTO RICO ELECTRIC POWER	:	<b>Relates Only to PREPA</b>
AUTHORITY (PREPA),	:	
	:	
Debtor.	:	

**NOTICE OF AMENDED SUBPOENA TO U.S. BANK,  
NATIONAL ASSOCIATION, AS PREPA BOND TRUSTEE**

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<sup>1</sup> The Debtors in these Title III cases, along with each Debtor's respective Title III case number listed as a bankruptcy case number and the last four (4) digits of each Debtor's federal tax identification number, as applicable, are the (i) Commonwealth of Puerto Rico (Bankruptcy Case No. 17 BK 3283-LTS) (Last Four Digits of Federal Tax ID: 3481); (ii) Puerto Rico Sales Tax Financing Corporation ("COFINA") (Bankruptcy Case No. 17 BK 3284-LTS) (Last Four Digits of Federal Tax ID: 8474); (iii) Puerto Rico Highways and Transportation Authority ("HTA") (Bankruptcy Case No. 17 BK 3567-LTS) (Last Four Digits of Federal Tax ID: 3808); (iv) Employees Retirement System of the Government of the Commonwealth of Puerto Rico ("ERS") (Bankruptcy Case No. 17 BK 3566-LTS) (Last Four Digits of Federal Tax ID: 9686); and (v) Puerto Rico Electric Power Authority ("PREPA") (Bankruptcy Case No. 17 BK 4780-LTS) (Last Four Digits of Federal Tax ID: 3747).

**PLEASE TAKE NOTICE** that, pursuant to Rules 30 and 45 of the Federal Rules of Civil Procedure, made applicable by Rules 9014 and 9016 of the Federal Rules of Bankruptcy Procedure and section 310 of the Puerto Rico Oversight, Management, and Economic Stability Act, counsel for Cortland Capital Market Services LLC, as administrative Agent for lenders under that certain Credit Agreement, dated as of May 4, 2012 among PREPA, Scotiabank de Puerto Rico, and the lenders party thereto, SOLA LTD, Solus Opportunities Fund 5 LP, Ultra Master LTD, and Ultra NB LLC intends to serve the subpoena in the form attached hereto on July 5, 2019, or as soon thereafter as service can be effectuated, on U.S. Bank, National Association, as PREPA Bond Trustee.

The deposition will take place on July 15, 2019, at 10:00 a.m., at the offices of Kauff Laton Miller LLP, 950 Third Avenue, New York, NY 10022, or at such other time and place as may be agreed upon by counsel. The deposition will take place before a court reporter and will be recorded by stenographic means, may be videotaped, and shall continue from day to day until it has been completed.

Dated: July 5, 2019

/s/ Scott D. Laton

Scott D. Laton  
Jonathan Perrelle  
KAUFF LATON MILLER LLP  
950 Third Avenue  
New York, NY 10022  
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*Conflicts Counsel for Cortland Capital  
Market Services LLC, as Administrative Agent*

/s/ Jose L. Ramirez-Coll

Jose L. Ramirez-Coll  
USDC-PR No. 221702  
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*Attorneys for SOLA LTD, Solus Opportunities  
Fund 5 LP, Ultra Master LTD, and Ultra NB  
LLC*

*Conflicts Counsel for SOLA LTD,  
Solus Opportunities Fund 5 LP, Ultra  
Master LTD, and Ultra NB LLC*

**CERTIFICATE OF SERVICE**

I hereby certify that on July 5, 2019, a true and correct copy of the *Notice of Amended Subpoena to U.S. Bank, National Association, as PREPA Bond Trustee* was served on the following: clark.whitmore@maslon.com; bill.pentelovitch@maslon.com; john.duffey@maslon.com; jason.reed@maslon.com; etulla@riveratulla.com; and icabrera@riveratulla.com; agraitfe@agraitlawpr.com; epo@amgprlaw.com; loliver@amgprlaw.com; jramirez@amrclaw.com; notificaciones@bufete-emmanuelli.com; rolando@bufete-emmanuelli.com; jessica@bufete-emmanuelli.com; dperez@cabprlaw.com; hburgos@cabprlaw.com; rcasellas@cabprlaw.com; aaneses@cstlawpr.com; cfernandez@cstlawpr.com; lllach@cstlawpr.com; jcasillas@cstlawpr.com; jnieves@cstlawpr.com; bill.natbony@cwt.com; casey.servais@cwt.com; ellen.halstead@cwt.com; howard.hawkins@cwt.com; mark.ellenberg@cwt.com; thomas.curtin@cwt.com; eworenklein@debevoise.com; mcto@debevoise.com; scastillo@gaclaw.com; bwilliam@gklaw.com; cintrongarcialaw@gmail.com; dvelawoffices@gmail.com; lcda.wentorres@gmail.com; wssbankruptcy@gmail.com; nhamerman@kramerlevin.com; abyowitz@kramerlevin.com; acaton@kramerlevin.com; ghorowitz@kramerlevin.com; tmayer@kramerlevin.com; nzt@mcvpr.com; apavel@omm.com; emckeen@omm.com; jrapisardi@omm.com; nmitchell@omm.com; pfriedman@omm.com; ryang@omm.com; alexbongartz@paulhastings.com; andrewtenzer@paulhastings.com; jamesbliss@paulhastings.com; jamesworthington@paulhastings.com; lucdespins@paulhastings.com; michaelcomerford@paulhastings.com; nicholasbassett@paulhastings.com; pedrojimenez@paulhastings.com; zacharyzwillinger@paulhastings.com; bclark@proskauer.com; ebarak@proskauer.com; ecarino@proskauer.com; gmashberg@proskauer.com; jljonas@proskauer.com; lgeary@proskauer.com; lstafford@proskauer.com; lwolf@proskauer.com; mbienenstock@proskauer.com; mdale@proskauer.com; mmervis@proskauer.com; ppossinger@proskauer.com; etulla@riveratulla.com; icabrera@riveratulla.com; edward.linden@stblaw.com; jamie.fell@stblaw.com; sarah.phillips@stblaw.com; bfriedman@stblaw.com; nbaker@stblaw.com; squsba@stblaw.com; lft@tcm.law; mfb@tcm.law; nperez@tcm.law; jvankirk@tcmrslaw.com; brian.liegel@weil.com; debora.hoehne@weil.com; gregory.silbert@weil.com; jeremy.auster@weil.com; jeremy.cain@weil.com; jonathan.polkes@weil.com; lara.ting@weil.com; lauren.haiken@weil.com; marcia.goldstein@weil.com; moshe.fink@weil.com; national.puerto.rico.receiver.litigation.team@weil.com; reed.collins@weil.com; robert.berezin@weil.com; akherring@wlrk.com; arwolf@wlrk.com; eakleinhaus@wlrk.com; jccelentino@wlrk.com; jlynch@wlrk.com; rgmason@wlrk.com.

Dated: July 5, 2019

/s/ Jonathan Perrelle  
Scott D. Laton  
Jonathan Perrelle  
KAUFF LATON MILLER LLP  
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New York, NY 10022  
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*Conflicts Counsel for Cortland Capital Market  
Services LLC, as Administrative Agent*

*and*

*Conflicts Counsel for SOLA LTD, Solus  
Opportunities Fund 5 LP, Ultra Master LTD, and  
Ultra NB LLC*

UNITED STATES BANKRUPTCY COURT

District of Puerto Rico

In re FOMB, as representative of PREPA

Debtor

(Complete if issued in an adversary proceeding)

Case No. 17-bk-04780

Chapter Title III

Plaintiff

v.

Adv. Proc. No.

Defendant

SUBPOENA TO TESTIFY AT A DEPOSITION  
IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: U.S. Bank, National Association (through its counsel Maslon LLP, attn: William Pentelovitch & John Duffey)

(Name of person to whom the subpoena is directed)

☒ **Testimony:** **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at a deposition to be taken in this bankruptcy case (or adversary proceeding). If you are an organization, you must designate one or more officers, directors, or managing agents, or designate other persons who consent to testify on your behalf about the following matters, or those set forth in an attachment: See Exhibit 1

PLACE Kauff Laton Miller LLP,  
950 Third Avenue, New York, NY 10022

DATE AND TIME  
July 15, 2019 at 10:00 AM ET

The deposition will be recorded by this method: Court reporter and videotape

☐ **Production:** You, or your representatives, must also bring with you to the deposition the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/05/19

CLERK OF COURT

OR

/s/ Jonathan Perrelle

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, email address, and telephone number of the attorney representing who issues or requests this subpoena, are:

Jonathan Perrelle, Kauff Laton Miller LLP, 950 Third Ave., NY, NY 10022;  
jperrelle@klmlp.com; 212-906-3445

Cortland Capital Market Services LLC, as  
Administrative Agent, SOLA LTD, Solus  
Opportunities Fund 5 LP, Ultra Master LTD,  
and Ultra BN LLC

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

**PROOF OF SERVICE**

**(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)**

I received this subpoena for (*name of individual and title, if any*): \_\_\_\_\_  
on (*date*) \_\_\_\_\_ .

☐ I served the subpoena by delivering a copy to the named person as follows: \_\_\_\_\_  
\_\_\_\_\_ on (*date*) \_\_\_\_\_ ; or

☐ I returned the subpoena unexecuted because: \_\_\_\_\_  
\_\_\_\_\_

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true and correct.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information concerning attempted service, etc.:



**Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)**  
**(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)**

**(c) Place of compliance.**

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

**(d) Protecting a Person Subject to a Subpoena; Enforcement.**

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

**(e) Duties in Responding to a Subpoena.**

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...  
(g) **Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

**EXHIBIT 1**

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO**

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:  
*In re* :  
:  
THE FINANCIAL OVERSIGHT AND : PROMESA  
MANAGEMENT BOARD FOR PUERTO RICO, : Title III  
:  
as representative of : Case No. 17-BK-3283 (LTS)  
:  
THE COMMONWEALTH OF PUERTO RICO, : (Jointly Administered)  
*et al.*,<sup>1</sup> :  
Debtors. :  
-----X

-----X  
:  
*In re* :  
:  
THE FINANCIAL OVERSIGHT AND : PROMESA  
MANAGEMENT BOARD FOR PUERTO RICO, : Title III  
:  
as representative of : Case No. 17-BK-04780 (LTS)  
:  
PUERTO RICO ELECTRIC POWER : **Relates Only to PREPA**  
AUTHORITY (PREPA), :  
:  
Debtor. :  
-----X

**AMENDED NOTICE OF DEPOSITION OF U.S. BANK, NATIONAL  
ASSOCIATION, AS PREPA BOND TRUSTEE BY CORTLAND  
CAPITAL MARKETS LLC, AS ADMINISTRATIVE AGENT, AND SOLUS**

<sup>1</sup> The Debtors in these Title III cases, along with each Debtor's respective Title III case number listed as a bankruptcy case number and the last four (4) digits of each Debtor's federal tax identification number, as applicable, are the (i) Commonwealth of Puerto Rico (Bankruptcy Case No. 17 BK 3283-LTS) (Last Four Digits of Federal Tax ID: 3481); (ii) Puerto Rico Sales Tax Financing Corporation ("COFINA") (Bankruptcy Case No. 17 BK 3284-LTS) (Last Four Digits of Federal Tax ID: 8474); (iii) Puerto Rico Highways and Transportation Authority ("HTA") (Bankruptcy Case No. 17 BK 3567-LTS) (Last Four Digits of Federal Tax ID: 3808); (iv) Employees Retirement System of the Government of the Commonwealth of Puerto Rico ("ERS") (Bankruptcy Case No. 17 BK 3566-LTS) (Last Four Digits of Federal Tax ID: 9686); and (v) Puerto Rico Electric Power Authority ("PREPA") (Bankruptcy Case No. 17 BK 4780-LTS) (Last Four Digits of Federal Tax ID: 3747).

**TO:** U.S. Bank, National Association, as PREPA Bond Trustee, c/o Maslon LLP,  
Attention Clark Whitmore, 3300 Wells Fargo Center, 90 South Seventh Street, Minneapolis, MN  
55402.

**PLEASE TAKE NOTICE** that, pursuant to Rule 30 of the Federal Rules of Civil Procedure, made applicable by Rule 9014 of the Federal Rules of Bankruptcy Procedure and section 310 of the Puerto Rico Oversight, Management, and Economic Stability Act, Cortland Capital Market Services LLC ("Cortland"), as administrative agent for lenders under that certain Credit Agreement, dated as of May 4, 2012 among PREPA, Scotiabank de Puerto Rico, and the lenders party thereto, and SOLA LTD, Solus Opportunities Fund 5 LP, Ultra Master LTD, and Ultra NB LLC (collectively, "Solus"), as lenders to PREPA under a certain Trade Finance Facility Agreement, dated as of July 20, 2012, among PREPA and Citibank, N.A., will take the deposition upon oral examination of U.S. Bank, National Association, as PREPA Bond Trustee ("U.S. Bank") in connection with the *Joint Motion of Puerto Rico Electric Power Authority and AAFAF Pursuant to Bankruptcy Code Sections 362, 502, 922 and 928, and Bankruptcy Rules 3012(a)(1) and 9019 for Order Approving Settlements Embodied in the Restructuring Support Agreement and Tolling Certain Limitations Periods* [Dkt. No. 1235], as supplemented by the *Supplemental Memorandum of Law and Facts in Support of Joint Motion of Puerto Rico Electric Power Authority and AAFAF Pursuant to Bankruptcy Code Sections 362, 502, 922, and 928, and Bankruptcy Rules 3012(a)(1) and 9019 for Order Approving Settlements Embodied in the Restructuring Support Agreement and Tolling Certain Limitations Periods* [Case No. 17-BK-4780-LTS, Dkt. No. 1425] (together the "Settlement Motion"), regarding the subject matters

specified in the attached Schedule A.<sup>2</sup>

The deposition will take place on July 15, 2019, at 10:00 a.m., at the offices of Kauff Laton Miller LLP, 950 Third Avenue, New York, NY 10022, or at such other time and place as may be agreed upon by counsel. The deposition will take place before a court reporter and will be recorded by stenographic means, may be videotaped, and shall continue from day to day until it has been completed.

In accordance with the applicable rules, U.S. Bank shall designate one or more officers, directors, managing agents or other persons who consent to testify on its behalf as to each of the topics set forth in the attached Schedule A. U.S. Bank is requested to provide Cortland and Solus with the identity of the individual(s) who will testify regarding each topic at least five (5) business days in advance of the deposition.

Dated: July 5, 2019

/s/ Scott D. Laton

Scott D. Laton  
Jonathan Perrelle  
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*Conflicts Counsel for Cortland Capital  
Market Services LLC, as Administrative Agent*

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<sup>2</sup> Cortland and Solus are serving this Amended Notice of Deposition pursuant to the *Revised Order Extending and Establishing Certain Deadlines Applicable to the Joint Motion of PREPA and AAFAF Pursuant to Bankruptcy Code Sections 362, 502, 922, and 928, and Bankruptcy Rules 3012(a)(1) and 9019 for Order Approving Settlements Embodied in the Restructuring Support Agreement [ECF No. 1235] [Case No. 17-4780-LTS; Dkt. No. 1366]*.

/s/ Jose Ramirez-Coll

Jose L. Ramirez-Coll  
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/s/ Scott D. Laton

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*Attorneys for SOLA LTD, Solus Opportunities  
Fund 5 LP, Ultra Master LTD, and Ultra NB  
LLC*

*Conflicts Counsel for SOLA LTD,  
Solus Opportunities Fund 5 LP, Ultra  
Master LTD, and Ultra NB LLC*

## **SCHEDULE A**

### **Definitions**

As used herein,

1. “All” and “all” shall be construed as “any or all” or “each and all,” as the context requires, so that each discovery request shall be construed broadly, rather than narrowly, to bring within the scope of each discovery request all responses that might otherwise be construed to be outside its scope.

2. “And” and “or” as used herein are both conjunctive and disjunctive as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside its scope.

3. “Capital Improvement Fund” has the meaning given in the Trust Agreement.

4. “Citibank Credit Agreement” means that certain Trade Finance Facility Agreement, dated as of July 20, 2012, among PREPA and Citibank, N.A., as amended and supplemented.

5. “Construction Fund” has the meaning given in the Trust Agreement.

6. “Current Expense” has the meaning given in the Trust Agreement.

7. “Document” or “documents” means anything within the scope of Federal Rule of Evidence 1001 or Federal Rule of Civil Procedure 34, including the original, drafts, revisions, and nonidentical copies of any written, typed, printed, recorded, magnetic, graphic, or other form of memorialization or communication, and also including all electronically stored information, internal memoranda, papers, books, letters, electronic mail, facsimiles, instant messages, text messages, calendars, appointment books, schedules, telegrams, correspondence, reports, agreements, contracts, leases, recordings, notations, or memorials of telephone conversations or

meetings or conferences, interoffice communications, or work papers, as well as any data, information, or statistics contained within any storage module, backup tape, disc, or other memory device, or other information retrievable from storage systems, including computer generated reports and printouts, however produced or reproduced, of every kind and description, in every format in which they appear.

8. “Fuel Line Loans” means the Citibank Credit Agreement and the Scotiabank Credit Agreement and any loans or advances made to PREPA pursuant to either agreement.

9. “General Fund” has the meaning given in the Trust Agreement.

10. “General Reserve Fund” has the meaning given in the Trust Agreement.

11. “Including” means including without limitation.

12. “Petition Date” means July 3, 2017.

13. “PREPA” means the Puerto Rico Electric Power Authority and any of its successors, predecessors, subsidiaries, parents, affiliates, former or present agents, representatives or professionals (including Ankura Consulting Group, LLC, Greenberg Traurig, LP, Norton Rose Fullbright US, LLP, and O’Melveny & Myers, LP) and all other persons acting or purporting to act on any of their behalf.

14. “Renewal and Replacement Fund” has the meaning given in the Trust Agreement.

15. “Reserve Maintenance Fund” has the meaning given in the Trust Agreement.

16. “Revenue Fund” has the meaning given in the Trust Agreement.

17. “RSA” has the meaning given in the Settlement Motion.

18. “Scotiabank Credit Agreement” means that certain Credit Agreement, dated as of May 4, 2012, among PREPA, Scotiabank and the lenders party thereto, as amended and supplemented.

19. “Self-insurance Fund” has the meaning given in the Trust Agreement.
20. “Sinking Fund” has the meaning given in the Trust Agreement.
21. “Subordinate Obligations Fund” has the meaning given in the Trust Agreement.
22. “Trust Agreement” means that certain trust agreement, dated as of January 1, 1974, among Puerto Rico Water Resources Authority and First National City Bank, as Trustee, as amended and supplemented.
23. “U.S. Bank” means U.S. Bank National Association, in its capacity as trustee under the Trust Agreement, and (in that capacity only) any of its successors, predecessors, subsidiaries, parents, affiliates, former or present agents, representatives or professionals (including Maslon LLP and Rivera, Tulla and Ferrer, LLC), and all other persons acting or purporting to act on any of their behalf.
24. “You” or “your” or any form of these words means U.S. Bank, and any of each of its successors, predecessors, subsidiaries, parents, affiliates, joint ventures, former or present directors, officers, employees, agents, representatives or professionals, and all other persons acting or purporting to act on any of their behalf Maslon LLP and Rivera, Tulla and Ferrer, LLC.
25. The use of the singular form of any word includes the plural and vice versa. The feminine includes the masculine and neuter genders and vice versa. The past tense includes the present tense where the clear meaning is not distorted by the change of tense.
26. The name of any person or professional firm refers also to that person or professional firm’s successors, predecessors, subsidiaries, parents, affiliates, former or present agents, representatives, employees or professionals, and all other persons or entities acting or purporting to act on any of their behalf.



**Examination Topics**

1. The negotiation of, entry into, and terms of the RSA.
2. Your control — as of the Petition Date and at present — over any of the following:
  - a. the General Fund;
  - b. the Reserve Fund;
  - c. the Sinking Fund (including any account within the Sinking Fund);
  - d. the Reserve Maintenance Fund;
  - e. the Self-insurance Fund;
  - f. the Capital Improvement Fund;
  - g. the Subordinate Obligations Fund;
  - h. the Renewal and Replacement Fund;
  - i. the Construction Fund; and
  - j. the General Reserve Fund.
3. Your position, documents or communications regarding, or analysis of the Current Expense treatment or priority status of the Fuel Line Loans under the Trust Agreement.
4. The Documents produced in response to the *First Set of Document Requests of Cortland Capital Market Services LLC, as Administrative Agent, and Solus Alternative Asset Management LP to U.S. Bank National Association, As Bond Trustee.*

**CERTIFICATE OF SERVICE**

I hereby certify that on July 5, 2019, a true and correct copy of the *Amended Notice of Deposition of U.S. Bank, National Association, as PREPA Bond Trustee, by Cortland Capital Markets LLC, as Administrative Agent, and Solus* was served on the following:

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Dated: July 5, 2019

/s/ Jonathan Perrelle  
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*Conflicts Counsel for Cortland Capital Market  
Services LLC, as Administrative Agent*

*and*

*Conflicts Counsel for SOLA LTD, Solus  
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